

Donald James Runnals
c/o 9 Middle Road
Lafayette, California state

FILED
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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

In re
Donald James Runnals,

Case Account/Case # 23-41137 WJL 7,
(Chapter 7)

Debtor.

FOR INFORMATIONAL PURPOSES ONLY

Re: Courtesy Notice of Settlement of Claims in Case Account/Case # 23-41137 WJL 7
**between MORGAN STANLEY CREDIT CORPORATION and I, and OCWEN
FINANCIAL CORPORATION and I.**

Dear Clerk of Court, Chapter 7 Trustee:

I am the purported Debtor in Chapter 7 - Case Account/Case # 23-41137 WJL 7

I am happy to inform the court, Chapter 7 Trustee, all other parties in interest, that all claims between **MORGAN STANLEY CREDIT CORPORATION** and I, and **OCWEN FINANCIAL CORPORATION** and I regarding loans pertaining to 9 Middle Road, Lafayette, California state, the subject property of **Chapter 7 Account/Case # 23-41137 WJL 7** have each been settled and closed as evident by the attached documents evidencing Debtor's good faith effort to settle and close the instant matter consistent with current federal law, public policy and custom of merchants per UCC § 3-603(b) (CUUC § 3603(b)).

Enclosed with this notice is a true and correct copy of all documents submitted in the private negotiations for each loan for your records to make any and all adjustments necessary to reflect the mandated settlement of each claim in **Chapter 7 Account/Case # 23-41137 WJL 7** in the due course of law and due time consistent with the above federal laws, rules and custom of merchants.

This notice is served upon the court to establish as fact that by the acceptance of said corporations of Debtor's tender and after receiving timely notice and opportunity to respond

within the reasonable time frame of thirty (30) days, settles this matter consistent with the above federal laws, rules and custom of merchants and removes any further claims regarding said loans.

If you have any questions regarding the above matter, please feel free to contact me at the mailing location indicated above.

Thank you in advance for your assistance in this matter.

Until then I remain, very truly yours,

Dated: November 08, 2023



Donald James Runnals

Enclosure:

**COVER LETTER
INTERNATIONAL PROMISSORY NOTE - TRACKING #: DJR09052023IPN
FORM 56 to James Gorman
FORM W9 to James Gorman
Proof of Service of Delivery of foregoing documents dated September 12,
2023
MORGAN STANLEY CREDIT CORPORATION HELOC NOTE**

**COVER LETTER
INTERNATIONAL PROMISSORY NOTE - TRACKING #: DJR09012023IPN
FORM 56 to Glen Messina
FORM W9 to Glen Messina
Proof of Service of Delivery of foregoing documents dated September 11,
2023
OCWEN FINANCIAL CORP./ INDYMAC BANK, F.S.B PROMISSORY NOTE**

Proof of Service

I certify the following:

On November 8th, A.D. 2023 I served, by Certified First Class, U.S. Mail, within a sealed envelope and postage fully pre-paid, the following document(s) described as:

INTERNATIONAL PROMISSORY NOTE - TRACKING #: DJR09012023IPN
FORM 56 to James Gorman
FORM W9 to James Gorman
MORGAN STANLEY CREDIT CORPORATION HELOC NOTE

INTERNATIONAL PROMISSORY NOTE - TRACKING #: DJR09052023IPN
FORM 56 to Glen Messina
FORM W9 to Glen Messina
OCWEN FINANCIAL CORP./ INDYMAC BANK, F.S.B PROMISSORY NOTE

upon:

Janina M. Hoskins, Trustee
P.O. Box 158
Middletown, CA 95461

1st Class Mail / Pacer

Nichole L. Glowin, Esq. #262932
ZBS Law, LLP
30 Corporate Park, Suite 450
Irvine, CA 92606


Certified Number: 9589071052700483435709

Theron S. Covey,
Robertson, Anschutz, Schneid & Crane LLP
Authorized Agent for Secured Creditor
350 10th Avenue, Suite 1000
San Diego, CA 92101

Certified Number: 9589071052700483435723

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true, correct, and complete.

Executed at Lafayette, California state on November 8th, A.D. 2023

By: 
Donald James Runnals

notice: the instrument is subject to the sole actor doctrine

Donald J. Runnals
9 Middle Rd
Lafayette, California state
Date: September 1, 2023

James Gorman
CEO of Morgan Stanley
1585 Broadway Avenue
New York, NY 10036

Re: Account Number 015360115, and Morgan Stanley, Loan Account # 9402390566828

Dear Sir/Madam,

Please be advised that the loan agreement Regarding: Morgan Stanley Loan Account Number #9402390566828 and Account Number 015360115 has been settled and completed upon receipt of tender of draft pursuant to UCC § 3-603 as reflected in the appended documents for your information. Below is the list of individuals that were duly served notice of the foregoing, to wit:

Original draft was sent to:

James Gorman, CEO of
Morgan Stanley
1585 Broadway Avenue
New York, NY 10036

Registered Mail #RA 146 684 423 US

Copy of said draft was sent to:

Francisco Parés Alicea
Secretary of the Treasury, Department of Finance
P.O. Box 9024140
San Juan, Puerto Rico 00902-4140

Certified Mail #7021 0350 0002 1479 8124

A copy of all documents pertaining to the settlement and closure of said account/s and proof of delivery of same are appended herein to provide you with due notice requirement for due process of law.

After review of same, pursuant to California Civil Code § 2941 I am directing you to execute the reconveyance of the subject property as mandated by Civil Code § 2941(a)(1), (b).

Thanking you in advance for your expedited service of reconveyance.

Sincerely,



Donald J. Runnals

International Promissory Note
Commercial Claim: Account Number 015360115

\$100,000.00
Principal Amount: \$100,000.00

REG. NO.: RA 146 684 423 US

Dated: September 5, A.D. 2023
Donald J. Runnals
c/o 9 Middle Road
Lafayette, California state

TRACKING #: DJR09052023IPN

Pursuant to the Promissory Note created by IndyMac Bank, F.S.B. and executed on October 2, 2007 under Account Number 015-36-0115, I, Donald J Runnals, the undersigned priority creditor/maker hereby tender payment of the above-referenced obligation in full, as follows: This is my firm promise to pay to the order of MORGAN STANLEY CREDIT CORPORATION dba Planet Home Lending Loan #2000017746 **FEIN 26-0362771** and ZBS LAW LLC, **FEIN 475636038**, the sum of One Hundred, Thousand Dollars (\$100,000.00) in units of unspecified value "in like kind", together with interest thereon at the rate of 8% per annum on the unpaid of all outstanding claims against commercial vehicle: DONALD J. RUNNALS pertaining to Loan Account #9402390566828 for settlement and closure for said claim once and for all.

Further, this instrument is Issued in Accordance [Except as voided, precluded, excluded, prohibited, or disqualified as a legal tender obligation of The United States by federal or state statute or regulation] with 31 USC § 3123, Negotiable Instruments Act 1881, current Federal Public Policy of House Joint Resolution 192 (HJR-192), June 5, 1933, Public Law 73-10, Chap 48, 48 Stat 112 and successor enactments, as Federal "Public Policy" which discharges all public debts without expansion of credit, debt or obligation upon THE UNITED STATES for the discharge of "every obligation", "all debts, public charges, taxes and dues" "TO THE UNITED STATES" and/or its sub- corporate chartered entities which are mandated to acknowledge and agree by as remedy for equity in best recovery upon "the full faith and credit of THE UNITED STATES" for Obligation OF THE UNITED STATES and sub-corporate chartered entities to the discharge and recovery of the public debt, "dollar for dollar", to the American People as Principals, Prime-Creditors, and Holders in Equity over THE UNITED STATES as Sureties for its obligations, currency and credit. See: March 9, 1933 Congressional Record – House page 83; 12 USC § 411, 18 USC § 8, 12 USC; ch. 6, 38 Stat. 251 Sect 14(a), 31 USC § 3123 § 5103, § 5118 (d)(2), § 5312; Public Law 97-258; U.C.C Article 4 §302 and by treaty; in this case the UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND INTERNATIONAL PROMISSORY NOTES (UNCITRAL) and the Universal Postal Union headquartered in Bern, Switzerland, with rights protected under the equal protection under the law provision guaranteed in the 14th Amendment of the United States Constitution as they pertain to the laws of currency, consideration and tender, see the U.S. Supreme Court in United States v. Russell (13 Wall, 623, 627), Pearlman v. Reliance Ins. Co., 371 U.S. 132, 136, 137 (1962), The United States v. Hooe, 3 Cranch (U.S.) 73 (1805), and in conformity with the U.S. Supreme Court in Knox v. Lee, 79 U.S. 287 (1870), United States v. Wardwell, 172 U.S. 48 (1898) and Guaranty Trust Co. v. Henwood, 307 U.S. 247 (1939) and, which is provided for in the present financial *reorganization still in effect and ongoing since HJR-192 (1933).

I do hereby invoke the remedy provided under said current federal public policy, thus, said sum shall be due, payable, and paid As Good As Aval, For Value Received in the manner following:

On the day that the Congress of the United States once more resumes executing its duties and obligations, in pursuance of "the supreme Law of the land," particularly with respect to the nation's money, by coining money of substance, and circulating it, and at the same time, the States comply with the constitutional prohibition against their making any thing but gold and silver coin a tender in payment of debt, or as soon thereafter as is practicable. Until then, the remedy provided under House Joint Resolution 192, June 5, 1933, Public Law 73-10, Chap 48, 48 Stat 112 supra, and U.C.C. § 3-603 is hereby invoked to settle, close and discharge the above numbered case/account within seven (7) calendar days of receipt of this instrument as a matter of law and custom.

Please take notice of the controlling rule of law:

Article 1, Section 8, Clause 5, of the Constitution of the United States for the united States of America, "the supreme law of the land", requires Congress to coin money of substance, or specie, spend it into circulation, and regulate its value, for the sake of permanence, and regulate the value of foreign coin, for the sake of parity of value, as an integral part of our lawful, fixed, national standard of weights and measures. Art. 1, Section 10, Clause 1, of the same Constitution, further prohibits the States from deviating from the National Standards by making any thing but gold and silver coin a tender in payment of debt.

Attested sans recours by:



*For further information please contact the Secretary of Treasury, Department of Treasury in Puerto Rico as this account has been set off, settled, closed, and discharged pursuant to Public Policy supra. See appended: IRC FORM 56 – Notice Concerning Fiduciary Relationship – IRC §§ 6036 & 6903.

Notice Concerning Fiduciary Relationship

(Internal Revenue Code Sections 6036 and 6903)

OMB No. 1545-0013

Go to www.irs.gov/Form56 for instructions and the latest information.

Part I Identification

Name of person for whom you are acting (as shown on the tax return)	Identifying number	Decedent's social security no.
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DONALD J RUNNALS

Address of person for whom you are acting (number, street, and room or suite no.)

9 Middle Road

City or town, state, and ZIP code (If a foreign address, see instructions.)

Lafayette, CA 94549

Fiduciary's name

Francisco Parés Alicea

Address of fiduciary (number, street, and room or suite no.)

Department of Finance, P.O. Box 9024140

City or town, state, and ZIP code

San Juan, Puerto Rico 00902-4140

Telephone number (optional)

(787) 622-0123

Section A. Authority

1 Authority for fiduciary relationship. Check applicable box:

- a ☐ Court appointment of testate estate (valid will exists)
- b ☐ Court appointment of intestate estate (no valid will exists)
- c ☒ Court appointment as guardian or conservator
- d ☐ Fiduciary of intestate estate
- e ☒ Valid trust instrument and amendments
- f ☒ Bankruptcy or assignment for the benefit of creditors
- g ☒ Other. Describe: All commercial/financial/mercantile transactions pursuant HJR-192, Public Law 73-10, 27 CFR 72.11, UCC 3-603

2a If box 1a, 1b, or 1d is checked, enter the date of death: _____

b If box 1c, 1e, 1f, or 1g is checked, enter the date of appointment, taking office, or assignment or transfer of assets: commencing on _____
DOB on Certificate of Live Birth to settle, setoff, discharge, close all commercial/financial/mercantile debts under: _____

Section B. Nature of Liability and Tax Notices

- 3 Type of taxes (check all that apply): ☒ Income ☒ Gift ☒ Estate ☒ Generation-skipping transfer ☒ Employment
☒ Excise ☒ Other (describe): imposts, duties, fines, penalties, assessments, levys
- 4 Federal tax form number (check all that apply): a ☒ 706 series b ☒ 709 c ☒ 940 d ☒ 941, 943, 944
e ☒ 1040 or 1040-SR f ☒ 1041 g ☒ 1120 h ☒ Other (list): 1096, 1099-OID, 1099-A,B,C, 1099-Misc., W-9
- 5 If your authority as a fiduciary does not cover all years or tax periods, check here ☐
and list the specific years or periods within your authority: _____

For Paperwork Reduction Act and Privacy Act Notice, see separate instructions.

Cat. No. 163751

Form **56** (Rev. 11-2022)

Part II Revocation or Termination of Notice**Section A—Total Revocation or Termination**

- 6** Check this box if you are revoking or terminating all prior notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship . . . ☐
- Reason for termination of fiduciary relationship. Check applicable box:
- a** ☐ Court order revoking fiduciary authority
- b** ☐ Certificate of dissolution or termination of a business entity
- c** ☐ Other. Describe: _____

Section B—Partial Revocation

- 7a** Check this box if you are revoking earlier notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship ☐
- b** Specify to whom granted, date, and address, including ZIP code.
- _____
- _____

Section C—Substitute Fiduciary

- 8** Check this box if a new fiduciary or fiduciaries have been or will be substituted for the revoking or terminating fiduciary and specify the name(s) and address(es), including ZIP code(s), of the new fiduciary(ies) ☒
- James Gorman, CEO of MORGAN STANLEY regarding LOAN #9402390566828 in the amount \$100,000.00 for tender of the IPNote #RA146684423US by Authorized Representative Donald J. Runnals for setoff, settlement, discharge and reconveyance of said Loan

Part III Court and Administrative Proceedings

Name of court (if other than a court proceeding, identify the type of proceeding and name of agency)		Date proceeding initiated	
U.S. Bankruptcy Court Judge WILLIAM J. LAFFERTY, Chapter 13 Trustee Martha G. Bronitsky		June 13, 2023	
Address of court		Docket number of proceeding	
1300 Clay Street, Suite 300		23-40678-WJL	
City or town, state, and ZIP code	Date	Time	Place of other proceedings
Oakland, California 94612		<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	

Part IV Signature

Please Sign Here	Under penalties of perjury, I declare that I have examined this document, including any accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete.		
	Fiduciary's signature	Title, if applicable	Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

James Gorman

2 Business name/disregarded entity name, if different from above

CEO of Morgan Stanley Credit Corporation

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1585 Broadway Avenue

6 City, state, and ZIP code

New York, NY 10036

Requester's name and address (optional)

Donald Runnals
c/o 9 Middle Road
Lafayette, CA 94549

7 List account number(s) here (optional)

Loan Account # 9402390566828; RA 146 684 423 US; BK #23-41137

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

____ - ____ - ____ - ____ - ____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

USPS Tracking®

FAQs >

Tracking Number:

Remove X

RA146684423US

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 12:56 pm on September 12, 2023 in NEW YORK, NY 10036.

Delivered

Delivered, Front Desk/Reception/Mail Room

NEW YORK, NY 10036

September 12, 2023, 12:56 pm

[See All Tracking History](#)

Feedback

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

13



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2007-0307870-00



Runnals, Ursula R

Record and Return To: Monday, NOV 05, 2007 13:00:15
United General Title Ins MIC \$1.00:MOD \$13.00:REC \$17.00
Fiserv-P.O. BOX 2590 FTC \$12.00:DAF \$1.80:REF \$0.20
Chicago, IL 60690 Ttl Pd \$45.00
Nbr-0003907389
ENG/R4/1-13

[Space Above This Line For Recording Data]

Loan No: 9402390566828

Data ID: 254

Borrower: URSULA R. RUNNALS

DEED OF TRUST

* index as sole
trustor
DEFINITIONS

(A) "Security Instrument" means this document, which is dated October 2, 2007, together with all riders to this document.

(B) "Borrower" is URSULA R. RUNNALS, TRUSTEE OF THE URSULA R. RUNNELS TRUST DATED DECEMBER 19, 2002. Borrower is the trustor under this Security Instrument.

(C) "Lender" is MORGAN STANLEY CREDIT CORPORATION. Lender is, a CORPORATION organized and existing under the laws of the State of DELAWARE. Lender's address is 2500 LAKE COOK ROAD, RIVERWOODS, IL 60015. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIRST AMERICAN TITLE.

(E) "Secured Indebtedness" means:

- (1) The debt, interest, finance charges, and other fees and charges incurred under the terms of the Home Equity Line of Credit Agreement and Disclosure Statement ("HELOC") dated October 2, 2007; the HELOC matures on October 2, 2017.
- (2) Any advance made to Borrower or obligation incurred by Borrower pursuant to any contract or evidence of indebtedness benefitting Lender, regardless of whether such advance has been made or such obligation has been incurred in whole or in part as of the date of this Security Instrument.
- (3) Any sum paid and expense incurred by Lender under the terms of this Security Instrument.

(F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$100,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under this Security Instrument. The Credit Limit also does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

CALIFORNIA HELOC Deed of Trust

© 2007 Middleberg, Riddle & Gianna

1/04 (Page 1 of 11 Pages)

CALOCS



9402390566828+1522+01+11+CALOCDT

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Condominium Rider ☐ Planned Unit Development Rider
☐ 1-4 Family Rider ☒ Other(s) [specify] Revocable Trust Rider

(I) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as applicable final, non-appealable judicial opinions.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Secured Indebtedness, and all renewals, extensions, and modifications of the Secured Indebtedness; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the HELOC. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of CONTRA COSTA:

THE FOLLOWING DESCRIBED PROPERTY IN LAFAYETTE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA: LOT 55, AS SHOWN ON MAP OF SUBDIVISION HIDDEN VALLEY ESTATES RANCHO ACALANES, FILED 03/19/1940 IN MAP BOOK 24, PAGE(S) 750 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. PROPERTY ADDRESS: 9 MIDDLE ROAD PARCEL ID: 251-062-006

which currently has the address of 9 MIDDLE RD,

LAFAYETTE, CALIFORNIA [Street]
[City]

94549 ("Property Address"):
[Zip Code]

CALIFORNIA HELOC Deed of Trust

1/04 (Page 2 of 11 Pages)



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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and shall defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES

Any advances made under the HELOC may be made, repaid, and remade from time to time, subject to the limitations of the HELOC. Regardless of whether the Secured Indebtedness is reduced to a zero balance, this Security Instrument shall remain in effect until released or reconveyed.

Any advances made in excess of the Credit Limit shall not be secured by this Security Instrument if prohibited by Applicable Law or, if not prohibited by Applicable Law, unless (i) Lender agrees to increase the Credit Limit and complies with any subsequent disclosure, rescission, and other requirements under Applicable Law and (ii) Borrower agrees to execute any documents Lender requires to evidence and secure the increase in the Credit Limit. Lender shall not be obligated in any way under this Security Instrument to increase the Credit Limit or to make additional or future loans or advances in any amount.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Secured Indebtedness; Performance of Obligations. Borrower shall pay when due the Secured Indebtedness and shall perform all of Borrower's obligations under the HELOC and this Security Instrument.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and the dues, fees, and assessments of a condominium association, homeowners association, or similar organization, if any.

Borrower shall make all payments and comply with all covenants as and when required by any mortgage, deed of trust, security agreement, or other lien document evidencing a lien that is prior to this Security Instrument and that is approved by Lender. Borrower shall not modify, extend, or increase the amount secured by such prior lien document without Lender's written consent.

Upon demand Borrower shall furnish to Lender satisfactory evidence of payment of such taxes, assessments, charges, fines, impositions, and prior liens.

CALIFORNIA HELOC Deed of Trust

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Borrower shall promptly discharge any lien not approved by Lender that has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings that in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 2.

3. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, hazards included within the term "extended coverage," flood, and any other hazards including without limitation earthquakes, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences may change during the term of the HELOC. Borrower may obtain such insurance from the insurance carrier of Borrower's choice, subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability, and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Indebtedness, whether or not then due, with the excess, if any, paid to Borrower.

CALIFORNIA HELOC Deed of Trust

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4. Preservation, Maintenance, and Protection of the Property; Occupancy and Use of the Property; and Inspection. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value, due to its condition, such as would adversely affect Lender's security in the Property. Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower shall not be relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower shall not materially change the present occupancy and use of the Property without Lender's written consent. Borrower shall not use the Property in an illegal manner or for any illegal use such as would subject the Property to seizure.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

5. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that may attain priority over this Security Instrument, or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien that has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees, to the extent not prohibited by Applicable Law, to protect its interest in the Property and/or rights under this Security Instrument, including Lender's secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 5, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 5.

Any amounts disbursed by Lender under this Section 5 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

CALIFORNIA HELOC Deed of Trust

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If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If the Property is located in a condominium project or a planned unit development, Borrower shall perform all of Borrower's obligations under the covenants, by-laws, or regulations of the condominium project or planned unit development.

6. Condemnation. Borrower shall give Lender prompt notice of any condemnation or eminent domain proceeding or action pending or threatened against the Property and authorizes Lender to intervene in Borrower's name in any such proceeding or action. Borrower assigns to Lender any money awarded to Borrower pursuant to such proceeding or action, and such money shall be applied to the Secured Indebtedness, whether or not then due, with the excess, if any, paid to Borrower.

7. Loan Charges. If the HELOC is subject to a law that sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the HELOC exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the HELOC or by making a direct payment to Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the HELOC). Borrower's acceptance of any such refund made by direct payment to Borrower shall constitute a waiver of any right of action Borrower might have arising out of such overcharge.

8. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement shall satisfy the corresponding requirement under this Security Instrument.

9. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. In the event that any provision or clause of this Security Instrument or the HELOC conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the HELOC that can be given effect without the conflicting provision.

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As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the HELOC (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant, and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the HELOC without the co-signer's consent.

Subject to the provisions of Section 11, any successor to the interests of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

11. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 11, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of the Secured Indebtedness. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 8 within which Borrower must pay the Secured Indebtedness in full. If Borrower fails to pay the Secured Indebtedness in full prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. Hazardous Substances. As used in this Section 12: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, or allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) that creates an Environmental Condition, or (c) that, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower promptly shall give Lender written notice of (a) any investigation, claim, demand lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

13. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Borrower shall not be required to pay in escrow to Lender funds for taxes, insurance, and other assessments.

14. Default. Borrower shall be in default under the HELOC and this Security Instrument if without limitation any of the following occur: (a) Borrower engaged or engages in fraud or material misrepresentation in connection with any aspect of the HELOC or this Security Instrument, including without limitation Borrower's application for the HELOC and Borrower's occupancy of the Property; (b) Borrower does not meet repayment terms under the HELOC; (c) Borrower's action or inaction adversely affects the collateral for the HELOC (including without limitation the Property) or Lender's rights in the collateral including without limitation: (i) Borrower's failure to maintain the insurance required under Section 3 of this Security Instrument; (ii) Borrower's transfer of the Property as provided in Section 11 of this Security Instrument; (iii) Borrower's failure to maintain the Property or use of the Property in a destructive manner; (iv) Borrower's commission of waste of the Property; (v) Borrower's failure to pay taxes due on the Property or Borrower's failure to act such that a lien superior to Lender's lien is filed against the Property; (vi) the death of all Borrowers; (vii) the Property is taken by condemnation or eminent domain; (viii) a judgment is filed against Borrower that subjects the Property to action that adversely affects Lender's interest in the Property; (ix) the creation of a lien on the Property without Lender's permission; or (x) a superior lien holder forecloses on the Property such that Lender's interest in the Property is adversely affected.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

15. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 11 unless Applicable Law provides otherwise). The notice shall comply with Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of the Secured Indebtedness without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 15, including without limitation reasonable attorneys' fees, to the extent not prohibited by Applicable Law, and costs of title evidence.

If Lender invokes the power of sale, Lender shall give or cause Trustee to give all notices required by Applicable Law in the time and manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property to the highest bidder at public auction at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including without limitation reasonable Trustee's and attorneys' fees to the extent not prohibited by Applicable Law; (b) to the Secured Indebtedness; and (c) any excess to the person or persons legally entitled to it.

If Borrower is in default, Lender may elect not to accelerate the Secured Indebtedness but instead may refuse to make additional advances or reduce the Credit Limit. Even if Lender elects not to exercise any remedy under this Security Instrument, Lender does not forfeit or waive Lender's right to do so at a later time or to do so if Borrower is in default again.

16. Reconveyance. Upon payment in full of the Secured Indebtedness, Lender shall request Trustee to reconvey the Property and surrender this Security Instrument and all documents evidencing the Secured Indebtedness to Trustee. Lender shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

17. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee, and Borrower, the book and page where this Security Instrument is recorded, and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers, and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

18. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

19. Property Insurance. The third paragraph of Section 3 is revised to read as follows; all other terms and provisions shall remain unchanged.

CALIFORNIA HELOC Deed of Trust

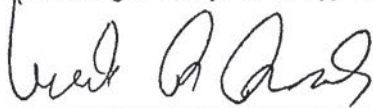
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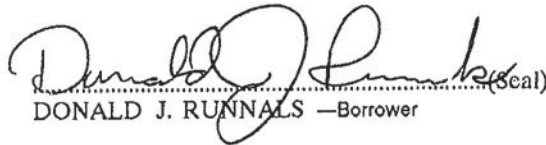
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All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the HELOC up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the HELOC up to the amount of the outstanding loan balance.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Riders executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this Security Instrument.

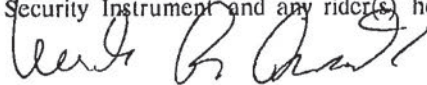


.....(Seal)
URSULA R. RUNNALS, Individually and as
Trustee of THE URSULA R. RUNNELS
TRUST DATED DECEMBER 19,
2002 —Borrower



.....(Seal)
DONALD J. RUNNALS —Borrower

BY SIGNING BELOW, the undersigned, Revocable Trust Settlor(s) of THE URSULA R. RUNNELS TRUST DATED DECEMBER 19, 2002, acknowledge all of the terms and covenants contained in this Security Instrument and any rider(s) hereto and agree to be bound hereby.



.....(Seal)
URSULA R. RUNNALS —Revocable Trust Settlor

CALIFORNIA HELOC Deed of Trust

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Loan No: 9402390566828

Data ID: 254

[Space Below This Line For Acknowledgment]

State of California
County of Contra Costa

§
§

On October 3, 2007, before me, Karen C. Hewitt, a Notary Public,
personally appeared

URSULA R. RUNNALS, Trustee of THE URSULA R. RUNNELS TRUST DATED DECEMBER 19,
2002; AND DONALD J. RUNNALS

☐ personally known to me

OR

☒ proved to me on the basis of satisfactory evidence

to be the persons whose names are subscribed to the within instrument and acknowledged to me that they
executed the same in their authorized capacity, and that by their signatures on the instrument the persons,
or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



[Seal]

Karen C. Hewitt
Notary Public

Karen C. Hewitt
(Printed Name)

My commission expires: Sept. 16, 2011

CALIFORNIA HELOC Deed of Trust

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Loan No: 9402390566828
Borrower: URSULA R. RUNNALS

Date: ID: 254

REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER

- (A) "Revocable Trust." THE URSULA R. RUNNELS TRUST DATED DECEMBER 19, 2002.
- (B) "Revocable Trust Trustee(s)." URSULA R. RUNNALS Trustee(s) of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." URSULA R. RUNNALS, Settlor(s) of the Revocable Trust signing below.
- (D) "Lender." MORGAN STANLEY CREDIT CORPORATION.
- (E) "Security Instrument." The Deed of Trust and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).
- (F) "Property." The property described in the Security Instrument and located at
9 MIDDLE RD,
LAFAYETTE, CALIFORNIA 94549.
[Property Address]

THIS REVOCABLE TRUST RIDER is made this 2nd day of October, 2007, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

(Page 1 of 2 Pages)



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ADDITIONAL BORROWER(S)

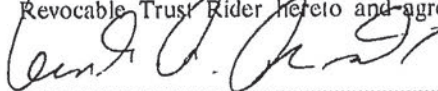
The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.



.....(Seal)
URSULA R. RUNNALS, Trustee of THE
URSULA R. RUNNELS TRUST DATED
DECEMBER 19, 2002 —Borrower

BY SIGNING BELOW, the undersigned, Revocable Trust Settlor(s) of THE URSULA R. RUNNELS TRUST DATED DECEMBER 19, 2002, acknowledge all of the terms and covenants contained in this Revocable Trust Rider hereto and agree to be bound hereby.



.....(Seal)
URSULA R. RUNNALS —Revocable Trust Settlor

EXHIBIT DOCUMENT

(Page 2 of 2 Pages)



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Donald J. Runnals
9 Middle Rd
Lafayette, California state
Date: September 1, 2023

Glen Messina
CEO of OCWEN Financial Corp.
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Re: Account Number 015360115, and OCWEN Financial Corp. dba PHH Mortgage Servicers FEIN 52-0551284; Loan Account number 124959067

Dear Sir/Madam,

Please be advised that the loan agreement Regarding: OCWEN Financial Corp. dba PHH Mortgage Servicers; Loan Account number 124959067 and Account Number 015360115 has been settled and completed upon receipt of tender of draft pursuant to UCC § 3-603 as reflected in the appended documents for your information. Below is the list of individuals that were duly served notice of the foregoing, to wit:

Original draft was sent to:

Glen Messina, CEO of
OCWEN Financial Corp.
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Registered Mail #RA 146 684 437 US

Copy of said draft was sent to:

Francisco Parés Alicea
Secretary of the Treasury, Department of Finance
P.O. Box 9024140
San Juan, Puerto Rico 00902-4140

Certified Mail #7021 0350 0002 1479 8018

A copy of all documents pertaining to the settlement and closure of said account/s and proof of delivery of same are appended herein to provide you with due notice requirement for due process of law.

After review of same, pursuant to California Civil Code § 2941 I am directing you to execute the reconveyance of the subject property as mandated by Civil Code § 2941(a)(1), (b).

Thanking you in advance for your expedited service of reconveyance.

Sincerely,



Donald J. Runnals

International Promissory Note
Commercial Claim: Account Number 015360115

\$1,072,923.00
Principal Amount: \$1,072,923.00

REG. NO.: RA 146 684 437 US

Dated: September 1, A.D. 2023
Donald J. Runnals
c/o 9 Middle Road
Lafayette, California state

TRACKING #: DJR09012023IPN

Pursuant to the Promissory Note created IndyMac Bank, F.S.B. executed on December 22, 2006 under Account Number 015-36-0115, I, Donald J. Runnals, the undersigned priority creditor/maker hereby tender payment of the above-referenced obligation in full, as follows: This is my firm promise to pay to the order of OCWEN FINANCIAL CORPORATION dba PHH Mortgage Servicers FEIN 52-0551284, the sum of One Million, Seven-hundred and Twenty-three Dollars (\$1,072,923.00) in units of unspecified value "in like kind", together with interest thereon at the rate of 8% per annum on the unpaid of all outstanding claims against commercial vehicle DONALD J. RUNNALS pertaining to Loan Account #124959067 for settlement and closure for said claim once and for all.

Further, this instrument is Issued in Accordance [Except as voided, precluded, excluded, prohibited, or disqualified as a legal tender obligation of The United States by federal or state statute or regulation] with 31 USC § 3123, Negotiable Instruments Act 1881, current Federal Public Policy of House Joint Resolution 192 (HJR-192), June 5, 1933, Public Law 73-10, Chap 48, 48 Stat 112 and successor enactments, as Federal "Public Policy" which discharges all public debts without expansion of credit, debt or obligation upon THE UNITED STATES, for the discharge of "every obligation", "for all debts, public charges, taxes and dues" "TO THE UNITED STATES" and/or its sub-corporate chartered entities which are mandated to acknowledge and abide by as remedy for equity interest recovery upon "the full faith and credit of THE UNITED STATES" for Obligation OF THE UNITED STATES and sub-corporate chartered entities to the discharge and recovery of the public debt, "dollar for dollar", to the American People as Principals, Prime-Creditors, and Holders in Equity over THE UNITED STATES as Sureties for its obligations, currency and credit. See: March 9, 1933 Congressional Record – House page 83; 12 USC § 411, 18 USC § 8, 12 USC; ch. 6, 38 Stat. 251 Sect 14(a), 31 USC § 3123 § 5103, § 5118 (d)(2), § 5312; Public Law 97-258; U.C.C Article 4 §302 and by treaty; in this case the UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND INTERNATIONAL PROMISSORY NOTES (UNCITRAL) and the Universal Postal Union headquartered in Bern, Switzerland, with rights protected under the equal protection under the law provision guaranteed in the 14th Amendment of the United States Constitution as they pertain to the laws of currency, consideration and tender, see the U.S. Supreme Court in *United States v. Russell* (13 Wall, 623, 627), *Pearlman v. Reliance Ins. Co.*, 371 U.S. 132, 136, 137 (1962), *The United States v. Hooe*, 3 Cranch (U.S.) 73 (1805), and in conformity with the U.S. Supreme Court in *Knox v. Lee*, 79 U.S. 287 (1870), *United States v. Wardwell*, 172 U.S. 48 (1898) and *Guaranty Trust Co. v. Henwood*, 307 U.S. 247 (1939) and, which is provided for in the present financial *reorganization still in effect and ongoing since HJR-192 (1933).

I do hereby invoke the remedy provided under said current federal public policy, thus, said sum shall be due, payable, and paid As Good As Aval, For Value Received in the manner following:

On the day that the Congress of the United States once more resumes executing its duties and obligations, in pursuance of "the supreme law of the land," particularly with respect to the nation's money, by coining money of substance, and circulating it, and at the same time, the States comply with the constitutional prohibition against their making any thing but gold and silver coin a tender in payment of debt, or as soon thereafter as is practicable. Until then, the remedy provided under House Joint Resolution 192, June 5, 1933, Public Law 73-10, Chap 48, 48 Stat 112 supra, and U.C.C. § 3-603 is hereby invoked to settle, close and discharge the above numbered case/account within seven (7) calendar days of receipt of this instrument as a matter of law and custom.

Please take notice of the controlling rule of law:

Article 1, Section 8, Clause 5, of the Constitution of the United States for the united States of America, "the supreme law of the land", requires Congress to coin money of substance, or specie, spend it into circulation, and regulate its value, for the sake of permanence, and regulate the value of foreign coin, for the sake of parity of value, as an integral part of our lawful, fixed, national standard of weights and measures. Art. 1, Section 10, Clause 1, of the same Constitution, further prohibits the States from deviating from the National Standards by making any thing but gold and silver coin a tender in payment of debt.

Attested sans recours by:



*For further information please contact the Secretary of Treasury, Department of Treasury in Puerto Rico as this account has been set off, settled, closed and discharged pursuant to Public Policy supra. See appended: IRC FORM 56 – Notice Concerning Fiduciary Relationship – IRC §§ 6036 & 6903.

Notice Concerning Fiduciary Relationship

(Internal Revenue Code Sections 6036 and 6903)

OMB No. 1545-0013

Go to www.irs.gov/Form56 for instructions and the latest information.

Part I Identification

Name of person for whom you are acting (as shown on the tax return) Identifying number Decedent's social security no.

DONALD J RUNNALS

Address of person for whom you are acting (number, street, and room or suite no.)

9 Middle Road

City or town, state, and ZIP code (If a foreign address, see instructions.)

Lafayette, CA 94549

Fiduciary's name

Francisco Parés Alicea

Address of fiduciary (number, street, and room or suite no.)

Department of Finance, P.O. Box 9024140

City or town, state, and ZIP code

San Juan, Puerto Rico 00902-4140

Telephone number (optional)

(787) 622-0123

Section A. Authority

1 Authority for fiduciary relationship. Check applicable box:

- a ☐ Court appointment of testate estate (valid will exists)
b ☐ Court appointment of intestate estate (no valid will exists)
c ☒ Court appointment as guardian or conservator
d ☐ Fiduciary of intestate estate
e ☒ Valid trust instrument and amendments
f ☒ Bankruptcy or assignment for the benefit of creditors
g ☒ Other. Describe: All commercial/financial/mercantile transactions pursuant HJR-192, Public Law 73-10, 27 CFR 72.11, UCC 3-603

2a If box 1a, 1b, or 1d is checked, enter the date of death: _____

- b If box 1c, 1e, 1f, or 1g is checked, enter the date of appointment, taking office, or assignment or transfer of assets: commencing on _____
DOB on Certificate of Live Birth to settle, setoff, discharge, close all commercial/financial/mercantile debts under SSN _____

Section B. Nature of Liability and Tax Notices

3 Type of taxes (check all that apply): ☒ Income ☒ Gift ☒ Estate ☒ Generation-skipping transfer ☒ Employment
☒ Excise ☒ Other (describe): Imposts, duties, fines, penalties, assessments, levys

4 Federal tax form number (check all that apply): a ☒ 706 series b ☒ 709 c ☒ 940 d ☒ 941, 943, 944
e ☒ 1040 or 1040-SR f ☒ 1041 g ☒ 1120 h ☒ Other (list): 1096, 1099-OID, 1099-A,B,C, 1099-Misc., W-9

5 If your authority as a fiduciary does not cover all years or tax periods, check here ☐
and list the specific years or periods within your authority: _____

For Paperwork Reduction Act and Privacy Act Notice, see separate instructions.

Cat. No. 163751

Form **56** (Rev. 11-2022)

Part II Revocation or Termination of Notice**Section A—Total Revocation or Termination**

- 6** Check this box if you are revoking or terminating all prior notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship . . . ☐
- Reason for termination of fiduciary relationship. Check applicable box:
- a** ☐ Court order revoking fiduciary authority
- b** ☐ Certificate of dissolution or termination of a business entity
- c** ☐ Other. Describe: _____

Section B—Partial Revocation

- 7a** Check this box if you are revoking earlier notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship ☐
- b** Specify to whom granted, date, and address, including ZIP code.
- _____
- _____

Section C—Substitute Fiduciary

- 8** Check this box if a new fiduciary or fiduciaries have been or will be substituted for the revoking or terminating fiduciary and specify the name(s) and address(es), including ZIP code(s), of the new fiduciary(ies) ☒
- Glen Messina, CEO of OCWEN FINANCIAL CORP regarding Loan #124959067 in the amount \$1,072,923.00 for tender of IPNote #RA146684437US by Authorized Representative Donald J. Runnals for setoff, settlement, discharge and reconveyance of said Loan

Part III Court and Administrative Proceedings

Name of court (if other than a court proceeding, identify the type of proceeding and name of agency)		Date proceeding initiated	
U.S. Bankruptcy Court Judge WILLIAM J. LAFFERTY, Chapter 13 Trustee Martha G. Bronitsky		June 13, 2023	
Address of court		Docket number of proceeding	
1300 Clay Street, Suite 300		23-40678-WJL	
City or town, state, and ZIP code	Date	Time	Place of other proceedings
Oakland, California 94612		<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	

Part IV Signature

Please Sign Here	Under penalties of perjury, I declare that I have examined this document, including any accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete.		
	Fiduciary's signature	Title, if applicable	Date

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Glen Messina

2 Business name/disregarded entity name, if different from above

CEO of OCWEN FINANCIAL CORP

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1661 WORTHINGTON ROAD,, SUITE 100

6 City, state, and ZIP code

WEST PALM BEACH, FL, 33409

7 List account number(s) here (optional)

Requester's name and address (optional)

DONALD J RUNNALS

Loan #124959067, IPN #RA146684437US

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

____ - ____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

USPS Tracking[®]

FAQs >

Tracking Number:

Remove X

RA146684437US

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was picked up at a postal facility at 6:19 am on September 11, 2023 in WEST PALM BEACH, FL 33417.

Delivered

Delivered, Individual Picked Up at Postal Facility

WEST PALM BEACH, FL 33417

September 11, 2023, 6:19 am

[See All Tracking History](#)

Feedback

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

20189020353600002

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC 2018-0203536-00

Recording Requested By:
OCWEN LOAN SERVICING, LLC

When Recorded Return To:

OCWEN LOAN SERVICING, LLC
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402

Acct 1149-Premium Title CA
Thursday, DEC 20, 2018 10:24:08
SB2 \$75.00|MOD \$2.00|REC \$12.00
FTC \$1.00|DAF \$2.70|REF \$0.30
RED \$1.00|ERD \$1.00|
Ttl Pd \$95.00 Nbr-0003371007
MLB/RC/1-2

2018-03059-CA



CORPORATE ASSIGNMENT OF DEED OF TRUST

Contra Costa, California
SELLER'S SERVICING # [REDACTED] "RUNNALS"
SELLER'S LENDER ID#: DW 24110
OLD SERVICING #: [REDACTED]

MIN #: [REDACTED] SIS #: 1-888-679-6377

Prepared By: Jimilla Hicks, OCWEN LOAN SERVICING, LLC 1795 INTERNATIONAL WAY, IDAHO FALLS, ID 83402
800-746-2936

For Value Received, Mortgage Electronic Registration Systems, Inc. as nominee for INDYMAC BANK, F.S.B. A
FEDERALLY CHARTERED SAVINGS BANK, its successors and assigns hereby grants, assigns and transfers to
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR LEHMAN MORTGAGE TRUST MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2007-2 at C/O OCWEN LOAN SERVICING, LLC., 1661
WORTHINGTON ROAD, STE 100, WEST PALM BEACH, FL FL all its interest under that certain Deed of Trust
dated 12/22/2006, in the amount of \$780,000.00, executed by DONALD J RUNNALS AND URSULA R RUNNALS
MARRIED AS JOINT TENANTS to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE
FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS
and Recorded: 01/09/2007 as Instrument No.: 2007-0006836-00 in the County of Contra Costa, State of California.

In witness whereof this instrument is executed.

Mortgage Electronic Registration Systems, Inc. as nominee for INDYMAC BANK, F.S.B. A FEDERALLY
CHARTERED SAVINGS BANK, its successors and assigns

On December 14, 2018

By: 
Jimilla B. Hicks
Assistant Secretary

*SWP*SWPGMAC*12/14/2018 08:28:49 AM* GMAC40GMACA00000000000005462935* CACONTR [REDACTED] CASTATE_TRUST_ASSIGN_ASSN **JBHGMAC*

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

STATE OF FLORIDA
COUNTY OF PALM BEACH

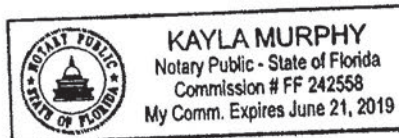
On **December 14, 2018**, before me, **Kayla Murphy**, a Notary Public in and for Palm Beach in the State of Florida, personally appeared **Jimilla B. Hicks**, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity, and that by his/~~her~~/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,



Kayla Murphy

Notary Expires: **JUN 21 2019**



(This area for notarial seal)

*SWP*SWPGMAC*12/14/2018 08:28:49 AM* GMAC40GMACA00000000000005462935* CACONTR* [REDACTED] CASTATE_TRUST_ASSIGN_ASSN **JBHGMAC*

Recording Requested By:
NICOLE VINCENZINI
After Recording Return To:
VISIONET SYSTEMS INC.
183 INDUSTRY DRIVE
PITTSBURGH, PA 15275
Voice: 1-(412) 927-0226
Recording Requested By: Simpifile

20189008660400002
CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC 2018-0086604-00
Acct 1631-Visionet Systems Pittsburgh Pa
Thursday, MAY 31, 2018 15:22:28
SB2 \$75.00|MOD \$2.00|REC \$12.00
FTC \$1.00|DAF \$2.70|REF \$0.30
RED \$1.00|ERD \$1.00|
Ttl Pd \$95.00 Nbr-0003223988
MSN/RC/1-2

Tax Parcel ID: 251-062-006



Assignment of Deed Of Trust

ORDER #: 206095-1

For value received, the undersigned, hereby grants, assigns, and transfers to: **FV-I, Inc. in trust for Morgan Stanley Mortgage Capital Holdings LLC** whose address is 1585 Broadway, New York, NY 10036 all beneficial interest under that certain Deed of Trust dated October 2, 2007 executed by:

Borrower: URSULA R. RUNNALS, TRUSTEE OF THE URSULA R. RUNNELS TRUST DATED DECEMBER 19, 2002

For MORGAN STANLEY CREDIT CORPORATION whose address is 2000 WESTCHESTER AVENUE, PURCHASE, NY 10577, in the amount of: \$100,000.00, recorded 11/05/2007 as Instrument No.: 2007-0307870-00 of the Official Records of Contra Costa County, California

Property Address: 9 MIDDLE RD., LAFAYETTE, CALIFORNIA 94549

Legal Description

THE FOLLOWING DESCRIBED PROPERTY IN LAFAYETTE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA: LOT 55, AS SHOWN ON MAP OF SUBDIVISION HIDDEN VALLEY ESTATES RANCHO ACALANES, FILED 03/19/1940 IN MAP BOOK 24, PAGE(S) 750 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. PROPERTY ADDRESS: 9 MIDDLE ROAD
PARCEL ID: 251-062-006

Effective date: 5-30-2018

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

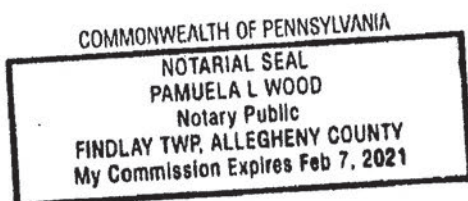
Morgan Stanley Mortgage Capital Holdings LLC
By Specialized Loan Servicing LLC, as Attorney in Fact

By: _____

LYNN SALICCE
ASSISTANT VICE PRESIDENT

State of **PENNSYLVANIA**
County of **ALLEGHENY**

On 5/30/2018 before me, Pamuela L Wood the undersigned, a Notary Public in and for the county of **ALLEGHENY** in the State of Pennsylvania, personally appeared Lynn Salicce, ASSISTANT VICE PRESIDENT personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that for his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.



Pamuela L Wood
My Commission Expires: **02/07/2021**

20189002530300002
CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC 2018-0025303-00
Acct 1631-Visionet Systems Pittsburgh Pa
Friday, FEB 16, 2018 14:51:27
SB2 \$75.00|MOD \$2.00|REC \$12.00
FTC \$1.00|DAF \$2.70|REF \$0.30
RED \$1.00|ERD \$1.00|
Ttl Pd \$95.00 Nbr-0003146734
kat/RC/1-2

Recording Requested By:
NICOLE VINCENZINI
After Recording Return To:
VISIONET SYSTEMS INC.
183 INDUSTRY DRIVE
PITTSBURGH, PA 15275
Voice: 1-(412) 927-0226
Recording Requested By: Simpifile

Tax Parcel ID: 251-062-006



Assignment of Deed Of Trust

ORDER #: 206095

For value received, the undersigned, hereby grants, assigns, and transfers to: **Morgan Stanley Mortgage Capital Holdings LLC** whose address is 1585 Broadway, New York, NY 10036 all beneficial interest under that certain Deed of Trust dated October 2, 2007 executed by:

Borrower: URSULA R. RUNNALS, TRUSTEE OF THE URSULA R. RUNNELS TRUST DATED DECEMBER 19, 2002.

For MORGAN STANLEY CREDIT CORPORATION whose address is 2000 WESTCHESTER AVENUE, PURCHASE, NY 10577, in the amount of: \$100,000.00, recorded 11/05/2007 as Instrument No.: 2007-0307870-00 of the Official Records of Contra Costa County, California

Property Address: 9 MIDDLE RD, LAFAYETTE, CALIFORNIA 94549

Legal Description

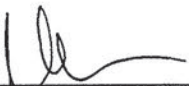
THE FOLLOWING DESCRIBED PROPERTY IN LAFAYETTE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA: LOT 55, AS SHOWN ON MAP OF SUBDIVISION HIDDEN VALLEY ESTATES RANCHO ACALANES, FILED 03/19/1940 IN MAP BOOK 24, PAGE(S) 750 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY. PROPERTY ADDRESS: 9 MIDDLE ROAD PARCEL ID: 251-062-006

Effective date: 2/13/18

206095 | PAGE NO : 1

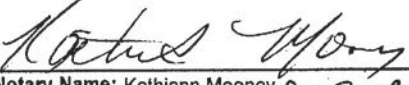
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**MORGAN STANLEY PRIVATE BANK, NATIONAL
ASSOCIATION, AS SUCCESSOR BY MERGER TO
MORGAN STANLEY CREDIT CORPORATION**

By: 
SIGNER NAME: Nathalie Torossian
SIGNER TITLE: Executive Director

State of New York
County of New York

On 2/13/18 before me, Kathiann Mooney the undersigned, a Notary Public in and for the county of New York in the State of New York, personally appeared Nathalie Torossian, Executive Director personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that for his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.


Notary Name: Kathiann Mooney
My Commission Expires: 2-13-18

